

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

In the Matter of the Application of)
)
Vectris Telecom, Inc.)
)
For a Certificate of Public Convenience and)
Necessity to Provide Facilities-Based and)
Resold Local Exchange and Interexchange)
Telecommunications Services)
Throughout the State of Tennessee)

Docket No.

REC'D TN
REGULATORY AUTH.
JUL 24 PM 2 40
EXECUTIVE SECRETARY

00-00649

APPLICATION

I. INTRODUCTION

Pursuant to the provisions of T.C.A. §§ 65-4-201, Administrative Rules Chapter 1220-4-8, and the Federal Telecommunications Act of 1996 ("Federal Act" or "Act"), 47 U.S.C. § 251 *et seq.*, Vectris Telecom, Inc. ("Vectris" or "Applicant") hereby files this Application for a Certificate of Convenience and Necessity to provide facilities-based and resold local exchange and interexchange telecommunications services throughout the State of Tennessee.

In support of its application, Vectris provides the following information in compliance with Administrative Rule 1220-4-8-.04:

II. DESCRIPTION OF THE APPLICANT AND CORPORATE AUTHORITY

1. Applicant's legal name is Vectris Telecom, Inc. Applicant maintains its principal place of business at:

Vectris Telecom, Inc.
6500 River Place Blvd.
Bldg. 2, Suite 200
Austin, Texas 78730
Telephone: (512) 241-2800

Confidential info
w/ original filing

POSTED
7-24-00

Facsimile: (512) 241-2810

2. All correspondence, notices, inquiries, and other communications regarding this Application should be addressed to:

Jacquelyn Caldwell - Senior Regulatory Manager
Vectris Telecom, Inc.
6500 River Place Blvd.
Bldg. 2, Suite 200
Austin, Texas 78730
Telephone: (512) 514-2890
Facsimile: (512) 241-2810
E-mail: JaciCaldwell@vectris.com

3. Vectris Telecom, Inc. is a corporation organized under the laws of the State of Delaware on November 18, 1999. A copy of its Articles of Incorporation and its Certificate of Authority to Transact Business in Tennessee are attached hereto as Exhibits A and B, respectively. Vectris is a wholly-owned subsidiary of Vectris Communications, Inc., a Delaware corporation.

4. Vectris' officers and directors are as follows:

Officers

Carey Balzer	President & CEO
John Moshier	Senior Vice President
Gordon Sitton	Senior Vice President
M.C. Arendes	Vice President and Secretary
Nancy Hayes	Vice President and Treasurer
Joe Samples	Vice President

Directors

Carey Balzer	Director
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5. All Officers and Directors can be reached at:

Vectris Telecom, Inc.
6500 River Place Blvd.
Bldg. 2, Suite 200

Austin, Texas 78730
Telephone: (512) 241-2800
Facsimile: (512) 241-2810

6. Vectris does not currently have a corporate office located in the State of Tennessee. If Vectris opens a corporate office in the State of Tennessee in the future, Vectris will promptly advise the TRA.

7. The name and address of Vectris' Tennessee Registered Agent is:

Corporation Service Company
500 Tallan Building
Two Union Square
Chattanooga, Tennessee 37402

III. QUALIFICATIONS

A. Financial Qualifications

Vectris is financially qualified to provide telecommunications services in Tennessee. Vectris has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. During an initial transition period, Vectris will rely upon the sizable financial assets of its parent company, Vectris Communications, to ensure that it has sufficient capital to maintain its operations. Both Vectris and Vectris Communications are recently formed corporations. Attached hereto as Exhibit C are current financial and projected financial statements of Vectris Communications.

B. Managerial and Technical Qualifications

Vectris possesses the technical capability and managerial qualifications to operate and manage its telecommunications operations in the State of Tennessee. Descriptions of the extensive telecommunications and managerial experience of Vectris' key personnel are attached hereto as

Exhibit D.

IV. PROPOSED SERVICES

Vectris seeks authority to provide resold and facilities-based competitive local exchange and interexchange telecommunications service throughout the State of Tennessee within all areas for which the Commission will grant such authority. Initially, Vectris will operate in the service area of BellSouth; however, Vectris seeks statewide authority so that in the future it may expand its service areas as market conditions may warrant. Applicant may supplement this service with other resold services provided by incumbent local exchange carriers, competitive local carriers, and/or interexchange carriers.

Initially, Vectris intends to provide data transmission services only, but requests authority to provide all forms of local and interexchange telecommunications services so that it may expand its service offerings to include voice services in the future.

Vectris proposes to provide service through its own electronic equipment collocated at ILEC central offices, through the use of unbundled network elements leased from other certificated carriers, and/or through the resale of the services of other carriers. Vectris may later construct its own switching and transmission facilities as market conditions warrant. Vectris will deploy xDSL technology to provide high-speed, high quality data connections. Vectris plans to install an Asynchronous Transfer Mode ("ATM") switched network to carry its data traffic. Vectris will establish a hub in each metropolitan area in which it provides service. The hub will be connected to Vectris' collocated facilities in the incumbent LEC's central offices via DS3 or OC3 interconnects.

Vectris also requests authority to offer interexchange services throughout the State of Tennessee, including both inbound and outbound intraLATA toll services. This will be

accomplished through a combination of its own facilities and through the resale of the facilities of other authorized carriers.

Initially, Vectris plans to offer services through a combination of purchased and leased assets. Vectris does not currently own any telecommunications facilities in the State of Tennessee. Where Vectris proposes to offer xDSL services, it will do so primarily over its own facilities. These facilities will include unbundled local loops and Digital Subscriber Line Access Multiplexers (“DSLAMS”), which will be installed in incumbent local exchange carrier central offices. For all other services, Vectris initially will offer services to its subscribers through the resale of other carriers’ facilities and network elements. In the future, Vectris may also construct its own facilities for these services where warranted, the selection of which would be made upon Vectris’ analysis of facility cost, suitability, and quality of service. At such time as Vectris may plan to construct its own facilities, it will comply with the TRA’s requirements and all other relevant regulations.

Vectris does not currently own any facilities in the State of Tennessee, including switches, in connection with or to facilitate communication by telephone. Prior to constructing facilities in Tennessee, the Petitioner will provide a description of the Tennessee facilities to be constructed as soon as such plans exist.

V. DESCRIPTION OF REGULATORY COMPLIANCE AND OPERATIONS

1. Applicant is familiar with and will adhere to all applicable Authority rules, policies and orders governing the provisions of local exchange and interexchange telecommunications services. To the extent required by Tennessee law and the Authority’s regulations, Vectris will provide: (1) consumer access to and support for the Tennessee Relay Center in the same manner as the incumbent local exchange carriers (“ILECs”); (2) free blocking for 900 and 976 type services; (3)

Lifeline and Link-Up services to qualifying customers; (4) educational discounts; and (5) support for universal service. Applicant has attached hereto a copy of its Small and Minority Owned Telecommunications Business Participation Plan as Exhibit E.

2. In compliance with the Authority's rules, at the time it offers voice services, Vectris shall either directly or through other arrangements, provide the emergency, directory, blocking, support, interconnection and other services mandated by the Authority.

3. Customer's with service, billing and repair questions, and complaints may reach Vectris using its toll free customer service number. Vectris' customer service number is 1-877-630-9087. The name, address, and telephone number of Vectris' customer service contact is:

Steve York
Vectris Telecom, Inc.
6500 River Place Blvd.
Bldg. 2, Suite 200
Austin, Texas 78730
Telephone: (512) 241-2800
Facsimile: (512) 241-2810

4. Vectris is authorized to provide telecommunications service in Arkansas, Indiana, Illinois, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin. Vectris has pending applications for authority to provide telecommunications service in Arizona, Iowa, Kentucky, Minnesota and New Mexico. Vectris has not been denied such authority in any jurisdiction.

5. A certificate of service stating that notice of the application has been served on all eighteen (18) incumbent local exchange telephone companies in Tennessee is attached hereto as Exhibit F.

6. Applicant has attached hereto as Exhibit G its intrastate end user tariff.

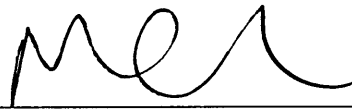
VI. CONCLUSION

The Tennessee Regulatory Authority has adopted a policy favoring competition in all telecommunications markets, recognizing that it is in the public interest to develop effective competition to ensure that all customers, residential and business, will have access to high quality, low-cost, and innovative telecommunications services, regardless of the service provider they select.

The entry of Vectris into the telecommunications market will enhance competition in the provision of telecommunications services within the State of Tennessee as prescribed by the Tennessee legislature in Chapter 408 of the Public Acts of 1995 and by Congress through the Telecommunications Act of 1996. Applicant's expertise in the telecommunications sector will permit it to select the most economic and efficient services, thereby providing subscribers with a better combination of price, quality, and subscriber service than other carriers. Accordingly, Vectris anticipates its proposed service will provide subscribers with better quality services and will increase consumer choice of innovative, diversified, and reliable service offerings.

WHEREFORE, Vectris Telecom, Inc. requests that the Tennessee Regulatory Authority approve its Application for a Certificate of Public Convenience and Necessity to Provide Facilities-Based Local Exchange and Interexchange Telecommunications Services throughout the State of Tennessee.

Respectfully Submitted,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

M.C. Arendes, Jr.
Vice President and Secretary

Dated: July 10, 2000

EXHIBITS

Articles of Incorporation	Exhibit A
Certificate of Authority to Transact Business in Tennessee	Exhibit B
Financial Information	Exhibit C
Managerial and Technical Experience	Exhibit D
Small and Minority-Owned Telecommunications Plan	Exhibit E
Notice of Application and Certificate of Service.....	Exhibit F
Illustrative Tariff	Exhibit G
Verification	

EXHIBIT A

Articles of Incorporation

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CMB TELECOM, INC.", CHANGING ITS NAME FROM "CMB TELECOM, INC." TO "VECTRIS TELECOM, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF NOVEMBER, A.D. 1999, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in black ink, appearing to read "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

3128610 8100

991510942

AUTHENTICATION: 0110269

DATE: 12-01-99

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
CMB TELECOM, INC.**

CMB Telecom, Inc. (the "Company"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: The name of the corporation is CMB Telecom, Inc.

SECOND: The date on which the original Certificate of Incorporation of the Company was filed with the Secretary of State of the State of Delaware was November 18, 1999.

THIRD: The Board of Directors of the Company, acting in accordance with the provisions of Sections 141(f) and 242 of the General Corporation Law of the State of Delaware, adopted resolutions to amend and restate Article One of the Company's Certificate of Incorporation to read in full as follows:

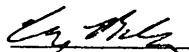
"The name of the Corporation is Vectris Telecom, Inc. (the "Corporation")."

FOURTH: Thereafter, pursuant to a resolution of the Board of Directors, this Certificate of Amendment was submitted to the stockholders of the Company for their approval and was approved by them in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

[The remainder of this page is intentionally left blank.]

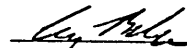
IN WITNESS WHEREOF, The Company has caused this Certificate of Amendment of Certificate of Incorporation to be signed by its President and attested to by its Secretary this ____ day of November, 1999.

CMB Telecom, Inc.



Carey Balzer
President

ATTEST:

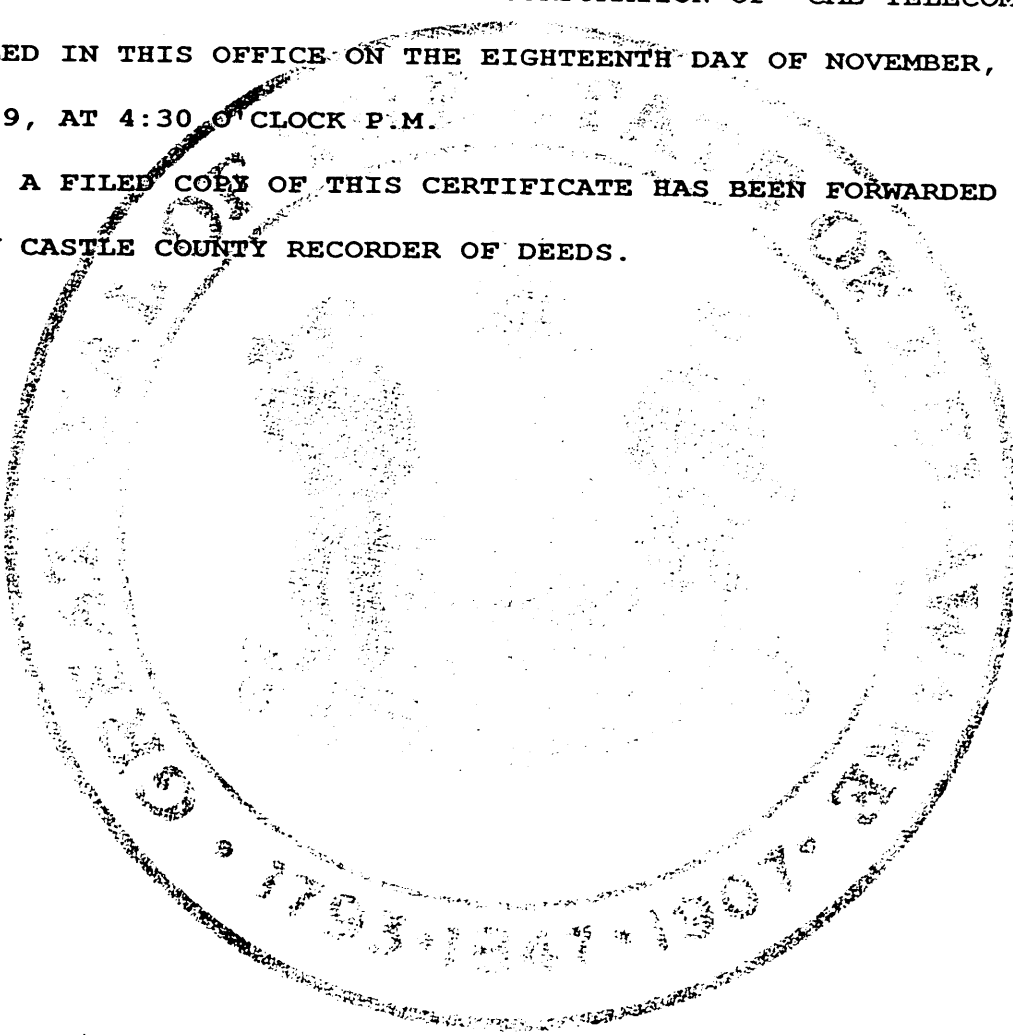


Carey Balzer
Secretary

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "CMB TELECOM, INC.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF NOVEMBER, A.D. 1999, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3128610 8100

991495397

Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE:

0093366

11-19-99

CERTIFICATE OF INCORPORATION

OF

CMB TELECOM, INC.

ARTICLE ONE

The name of the corporation is CMB Telecom, Inc. (the "Corporation").

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805. The name of its registered agent at such address is Corporation Service Company.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The Corporation shall be authorized to issue two classes of stock to be designated respectively "Preferred Stock" and "Common Stock"; the total number of shares which the Corporation shall have the authority to issue is three thousand (3,000); the total number of shares of Preferred Stock shall be one thousand (1000) and each such share shall have a par value of \$.001; and the total number of shares of Common Stock shall be two thousand (2,000) and each such share shall have a par value of \$.001.

The Board of Directors is authorized, subject to limitations prescribed by law, to provide for the issuance of the shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, voting power, or other powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof.

ARTICLE FIVE

The name and mailing address of the sole incorporator is as follows: Alan Green, Gray Cary Ware & Freidenrich LLP, 100 Congress Avenue, Suite 1440, Austin, TX 78701-4042.

ARTICLE SIX

The Corporation is to have perpetual existence.

ARTICLE SEVEN

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the Bylaws of the Corporation.

ARTICLE EIGHT

The initial Board of Directors shall consist of one (1) member, and the name and address of the individual who is to serve as director until the first annual meeting of the stockholders, or until his successor or successors are elected and qualified, is as follows:

Name

Mailing Address

Carey M. Balzer

3601 Tekoa Cove
Austin, TX 78746

ARTICLE NINE

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws of the Corporation so provide.

ARTICLE TEN

The Corporation shall indemnify, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, all persons who it may indemnify pursuant thereto. The personal liability of a director of the Corporation to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director shall be limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as it now exists or may hereafter be amended. Any repeal or modification of this paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE ELEVEN

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

ARTICLE TWELVE

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation in the manner now or hereafter

prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate hereby declaring and certifying that this is my act and deed and the facts stated herein are true, and accordingly have hereunto set my hand on the 18th day of November, 1999.

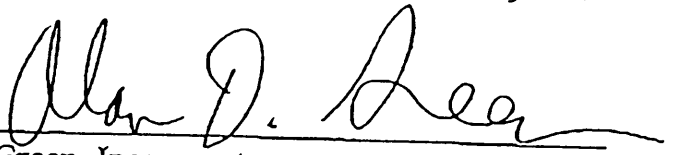

Alan Green, Incorporator

EXHIBIT B

Certificate of Authority to Transact Business in Tennessee

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 06/13/00

REQUEST NUMBER: 3927-0429

TELEPHONE CONTACT: (615) 741-2286

FILE DATE/TIME: 06/13/00 0844

EFFECTIVE DATE/TIME: 06/13/00 0844

CONTROL NUMBER: 0390970

TO:
VECTRIS TELECOM, INC.
% J.CALDWELL, S305
5000 PLZ ON THE LAKE
AUSTIN, TX 78746

RE:
VECTRIS TELECOM, INC.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 06/13/00

FROM:
VECTRIS TELECOM, INC.
5000 PLAZA ON LAKE
SUITE 305
AUSTIN, TX 78746-0000

	FEES	
RECEIVED:	\$600.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$600.00
RECEIPT NUMBER:	00002699585	
ACCOUNT NUMBER:	00342053	



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

State of Tennessee



Department of State
Corporations Section
18th Floor, James K. Polk Building
Nashville, TN 37243-0306

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(FOR PROFIT)

For Office Use Only

RECEIVED
00 JUN 13 AM 8:44

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is Vectris Telecom, Inc.

*If different, the name under which the certificate of authority is to be obtained is _____

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. *If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Delaware

3. The date of its incorporation is 11/18/99 (must be month, day, and year), and the period of duration, if other than perpetual, is perpetual

4. The complete street address (including zip code) of its principal office is
5000 Plaza on the Lake, Ste. 305, Austin, Texas 78746
Street City State/Country Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is
500 Tallan Building, Two Union Square, Chattanooga, TN 37402-2571
Street City County Zip Code
Corporation Service Company
Registered Agent

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.) See attached list.

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.) See attached list.

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) n/a

9. The corporation is a corporation for profit. Yes

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is
n/a, _____ (date), _____ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

Mg 26, 2000
Signature Date
Secretary
Signer's Capacity

Vectris Telecom, Inc.
Name of Corporation
M.C. Arendes, Jr.,
Signature
Name (typed or printed)

3927 0430

OFFICERS/ DIRECTORS RIDER

VECTRIS TELECOM, INC.

RECEIVED
STATE OF TENN
00 JUN 13 AM 8:44

The business address for all of the Officers and Directors of Vectris Telecom, Inc. is 5000 Plaza on the Lake, Suite 305, Austin, Texas, 78746.

SECRETARY OF STATE

List of Officers

Name	Title
Carey M. Balzer	President
John Moshier	Vice President
Gordon Sitton	Vice President
Joe Samples	Vice President
Nancy Hayes	Vice President/Treasurer
M. C. Arendes, Jr.	Vice President/Secretary

List of Directors

Name	Term
Carey M. Balzer	November 18, 2000

1327 0431

State of Delaware

Office of the Secretary of State

RECEIVED
STATE OF TENNESSEE
JUN 13 AM 8:44

WILLIAM B. FREEL
SECRETARY OF STATE

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VECTRIS TELECOM, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF JUNE, A.D. 2000.



3128610 8300

001271356

Edward J. Freel

Edward J. Freel, Secretary of State

0473056

AUTHENTICATION:

DATE:

06-01-00

EXHIBIT C

Financial Information

THIS EXHIBIT CONTAINS CONFIDENTIAL MATERIAL.

EXHIBIT D

Managerial and Technical Qualifications

Carey Balzer, has served as President, Chief Executive Officer and director since Vectris' formation in October 1999. From March 1999 to August 1999, Mr. Balzer served as Senior Vice President of Marketing at ICG Telecom Group, Inc., a competitive local exchange carrier. From November 1997 to December 1998, Mr. Balzer served as President at CSW/ICG ChoiceCom L.P., a start-up competitive local exchange carrier that was acquired by ICG Telecom Group, Inc. Mr. Balzer was employed by US West Communications from April 1996 to August 1997, most recently serving as Vice President and General Manager of their small business unit. Prior to US West Communications, Inc., Mr. Balzer spent nine years at Sprint, a global telecommunications company, where he worked in a variety of sales and marketing positions, rising to the position of Vice President of Market Development.

John Moshier, joined Vectris in December 1999 and serves as Senior Vice President of Marketing. From June 1987 to November 1999, Mr. Moshier served in various management positions in operations and product development at Sprint Corporation, a global telecommunications company. At Sprint, Mr. Moshier developed and launched the initial Sprint ION offerings, which included web hosting and Internet products.

Gordon Sitton, has served as Senior Vice President of Networks since joining Vectris in November 1999. From January 1999 to August 1999, Mr. Sitton served as Vice President of Expansion Markets for ICG Communications, Inc., a competitive local exchange carrier. Prior to ICG Communications, Mr. Sitton served as Vice President of Engineering and Operations for CSW/ICG ChoiceCom, L.P., a start-up competitive local exchange carrier. From July 1984 to November 1995, Mr. Sitton served as founder, President and Chief Executive Officer of Advanced Media Communications, Inc. From March 1970 to July 1984, Mr. Sitton held a variety of positions in engineering and operations at Southwestern Bell.

Jay LaPointe has served as Senior Vice President of Sales since joining Vectris in February 2000. From November 1998 to May 1999, Mr. LaPointe served as Senior Vice President of Sales at GST Telecommunications, Inc., a competitive local exchange carrier. From May 1999 to February 2000, Mr. LaPointe served as Senior Vice President of Marketing at GST Telecommunications, Inc., a competitive local exchange carrier. From September 1996 to November 1998, Mr. LaPointe served as Vice President of Eastern Region Sales at ICG Communications, Inc., a competitive local exchange carrier. Previously, Mr. LaPointe served in a variety of positions in sales and general management at several publicly held companies.

Nancy Hayes, has served as Vice President of Finance, Human Resources and Administration since joining Vectris in December 1999. From January 1999 to November 1999, Ms. Hayes served as Director, Service Delivery and Customer Care at C3 Communications, Inc., a high-capacity transport provider and a wholly-owned subsidiary of Central and South West Corporation. From January 1997 to December 1998, Ms. Hayes served as Chief Financial Officer and Vice President of Human Resources and Administration at CSW/ICG ChoiceCom, L.P., a start-up competitive local exchange carrier. Previously, Ms. Hayes held a variety of financial and management positions at Southwestern Electric Power Company, a wholly owned subsidiary of Central and South West Corporation.

M. C. Arendes, Jr., has served as Vice President, General Counsel and Secretary since joining Vectris in January 2000. From January 1999 to January 2000, Mr. Arendes served as director of legal and regulatory affairs at C3 Communications, a high-capacity transport provider, a wholly-owned subsidiary of Central and South West Corporation. From March 1998 to January 1999, Mr. Arendes served as Vice President Legal and External Affairs at CSW/ICG ChoiceCom, L.P., a start-up competitive local exchange carrier. From May 1989 to March 1998, Mr. Arendes

served in various legal and regulatory positions at Sprint Corporation, a global telecommunications company.

Joe Samples, has served as Vice President of Information Services since joining Vectris in December 1999. From December 1998 to December 1999, Mr. Samples served as Director of Network Products at C3 Communications Inc., a high-capacity transport provider, a wholly-owned subsidiary of Central and South West Corporation. From September 1997 to December 1998, Mr. Samples served as Chief Information Officer CSW/ICG ChoiceCom, L.P., a start-up competitive local exchange carrier. Prior to September 1997, Mr. Samples held a variety of management positions establishing technology architecture direction and implementing software and technology solutions at Central and South West Corporation.

Steve Guastella, joined Vectris in December 1999 and serves as Chief Architect and Vice President of Data Engineering. From January 1998 to December 1999, Mr. Guastella served as Director, Network Operations at TNS/PSINet, the largest provider of electronic transaction delivery. Previously, Mr. Guastella held a variety of engineering positions at Sprint Corporation, a global telecommunications company.

R. B. Smith has served as Vice President of Planning and Engineering since joining Vectris in January 2000. From October 1998 to January 2000, Mr. Smith served as Director of Planning and Engineering at CSW/ICG ChoiceCom L.P., a competitive local exchange carrier. Previously, Mr. Smith served as General Manager of Large Business-Field Services at AT&T, a global telecommunications carrier. Previously, Mr. Smith held a variety of positions with Southwestern Bell and AT&T.

Andrew McFarland has served as Vice President of Customer Support and Network Operations since joining Vectris in January 2000. From July 1994 to January 2000, Mr. McFarland served as the Director of Internet Operations and Engineering at Sprint, a global telecommunications company.

Deryl Holland has served as Vice President of Deployment and Field Operations since joining us in January 2000. From March 1998 to December 1999, Mr. Holland served as the Director of Operations for ICG Telecom, Inc., a competitive local exchange carrier. From June 1997 to March 1998, Mr. Holland served as a Senior Member of the Technical Staff at GTE Government Systems Corporation, a provider of communications support services for high-level government contracts. Previously, Mr. Holland held a variety of command and staff positions as a telecommunications officer in the United States Army.

Martin Clarke has served as Controller since joining Vectris in April 2000. From February 1999 to November 1999, Mr. Clarke served as Chief Financial Officer at PrimeTEC International, Inc., an international long distance wholesaler. From April 1994 to February 1998, Mr. Clarke served as Chief Financial Officer and Secretary to the Board of Directors at Meissner & Wurst US, Inc., a design build engineering firm for high tech fabrication facilities. Previously, Mr. Clarke served as a Manager at Carneiro, Chumney & Co., a large regional public accounting firm.

EXHIBIT E

Small and Minority-Owned Telecommunications Plan

VECTRIS TELECOM, INC.

Small and Minority-Owned Telecommunications Business Participation Plan

1. Policy

Vectris Telecom, Inc. (“Vectris”) acknowledges the importance of supporting the participation of small and minority-owned telecommunications businesses in the telecommunications industry. To the extent that Vectris contracts and/or subcontracts for goods and services in the State of Tennessee in the future, it will be Vectris’ policy to provide opportunities for small and minority-owned telecommunications businesses to compete for contracts and subcontracts for goods and services to Vectris in connection with its Tennessee operations.

2. Definitions

As used in this Plan,

1. “Vectris” means Vectris Telecom, Inc., a Delaware company.
2. “Small Business” means a telecommunications business with annual gross receipts of less than four million dollars, pursuant to T.C.A. § 65-5-212.
3. “Minority Business” means a telecommunications business that is solely owned, or at least fifty-one percent of the assets or outstanding stock of which is owned by an individual who personally manages and controls the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars, pursuant to T.C.A. § 65-5-212.

4. "Plan" means Vectris' Small and Minority-Owned Telecommunications Business Participation Plan.

3. **Period of Effectiveness**

This Plan and Vectris' associated duties and activities in connection with this Plan will become effective if and when Vectris contracts or subcontracts for goods and/or services in the State of Tennessee in connection with its Tennessee operations. The Plan is limited to the solicitation of goods and services in the State of Tennessee, if any, in connection with Vectris' Tennessee operations.

4. **Plan Administration**

1. General

Vectris will advise all personnel of the existence of the plan and of its goals established in the Plan.

Vectris will exercise due diligence and sensitivity to ensure that opportunities for small and minority owned telecommunications businesses to do business with Vectris are equivalent to those opportunities provided to entities which are not small and/or minority owned.

Vectris will undertake efforts, as described below, to identify eligible small business and minority business providers of goods and services of the type it expects to use in its Tennessee operations. Vectris will invite bids or proposals, or otherwise solicit offers from small and minority-owned telecommunications businesses to furnish goods and services to Vectris in connection with its Tennessee operations. Selection of contractors will be based upon price and quality considerations, with full and equal consideration given to proposals submitted by small businesses and minority businesses.

2. Plan Administration

The administration of this Plan will be under the direction of:

Nancy Hayes, Vice President
Vectris Telecom, Inc.
6500 River Place Blvd.
Bldg. 2, Suite 200
Austin, Texas 78730
Telephone: (512) 241-2800
Facsimile: (512) 241-2810

3. Administrator's Responsibilities

The Administrator will develop policies and procedures to assure the success of the Plan.

Specifically, the Administrator's responsibilities pursuant to this Plan include the following:

1. To develop and maintain a list of eligible Small and Minority-Owned Telecommunications Businesses.
2. To obtain available resources for identifying Small Businesses and Minority Businesses interested in furnishing goods and services to Vectris and to cultivate an awareness among such businesses as to any opportunities to develop business relations with Concentric.
3. To serve as a resource for technical assistance to Small Telecommunications Business and Minority Owned Telecommunications Businesses and to refer such businesses to sources of information and other technical assistance.
4. To ensure that Small and Minority-Owned Telecommunications Businesses are included in the solicitation for products and services which they are capable of providing.

5. To review solicitations to ensure that they do not inhibit and/or restrict Small and Minority-Owned Telecommunications Business competition for contracts.
6. To maintain Vectris' records of solicitations and contract awards, and any related correspondence.
7. To review and evaluate Vectris' annual performance on Small and Minority-Owned Telecommunications Business contracting.
8. To provide required records and reports and to cooperate in any authorized review or reasonable and appropriate surveys or studies by the Tennessee Regulatory Authority.
9. To ensure that Vectris submit reports, as may be required, for use in connection with subcontracting plans by the Tennessee Regulatory Authority and/or the State of Tennessee.
10. To prepare and submit annual updates to this Plan as required by T.C.A. § 65-5-212.

5. Sources for Identifying and Contacting Qualified Businesses

Among others, the resources that the Plan Administrator will use to identify qualified businesses will include: the Chambers of Commerce, the Tennessee Department of Economic and Community Development, the U.S. Small Business Administration and the Office of Minority Business of the U.S. Department of Commerce, the National Minority Supplier Development Council, the National Association of Women Business Owners and the National Association of Minority Contractors. The Plan Administrator will also identify qualified businesses through participation in trade fairs and industry meetings and through local associations and Minority Supplier Development Councils.

6. Goods and Services to be Outsourced

If in the future Vectris has plans to contract or subcontract for goods and/or services in the State of Tennessee, Vectris will prepare a list of the goods and services which it plans to outsource and for which qualified businesses could bid.

7. Record Maintenance

If and when Vectris outsources any goods and services in Tennessee in connection with its Tennessee operations, Vectris will maintain records relating to its Small and Minority Owned Telecommunications Business Participation Plan for the purpose of evidencing the implementation of this policy, for use by Vectris in evaluating the effectiveness of the Plan and in obtaining the goals of the Plan, and for use in updating the Plan on an annual basis with the Tennessee Regulatory Authority, or as otherwise required. In conjunction with this Record Maintenance, Vectris reserves the right to designate documents, reports, surveys and/or studies as “confidential” or “proprietary.”

EXHIBIT F

NOTICE OF APPLICATION and CERTIFICATE OF SERVICE

NOTICE OF APPLICATION

TO: Incumbent Local Exchange Carriers operating in the State of Tennessee

FROM: Jacquelyn Caldwell
Senior Regulatory Manager - Vectris Telecom, Inc.

DATE: July 21, 2000

RE: Application of Vectris Telecom, Inc. for a Certificate of Public Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services Throughout the State of Tennessee

This is to notify you that the above-referenced application was filed with the Tennessee Regulatory Authority on July 21, 2000. A copy of the application may be obtained from the Authority.

CERTIFICATE OF SERVICE

I, Jacquelyn Caldwell, hereby certify that on this 21st day of June, 2000, a copy of the foregoing notice was served via first class U.S. Mail on the following:

Ardmore Telephone Company, Inc.
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449

BellSouth
333 Commerce Street
Nashville, TN 37201-3300

Century Telephone of Adamsville
P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310

Century Telephone of Claiborne
P.O. Box 100
507 Main Street
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale, Inc.
P.O. Box 782
5616 Main Street
Ooltewah, TN 37363

Citizens Communications Company Of Tennessee
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

Citizens Communications Company Of The Volunteer State
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

Loretto Telephone Company, Inc.
P.O. Box 130
Loretto, TN 38469

Millington Telephone Company, Inc.
4880 Navy Road
Millington, TN 38053

Sprint-United
112 Sixth Street
Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange, Inc.
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County Telephone Company
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552

TDS Telecom-Tellico Telephone Company, Inc.
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009

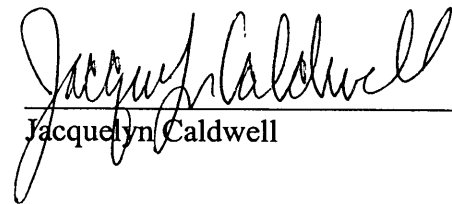
TDS Telecom-Tennessee Telephone Company
P.O. Box 18139
Knoxville, TN 37928-2139

TEC-Crockett Telephone Company, Inc.
P.O. Box 7
Friendship, TN 38034

TEC-People's Telephone Company, Inc.
P.O. Box 310
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.
P.O. Box 10
244 E. Main Street
Bradford, TN 38316

United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034



Jacquelyn Caldwell

EXHIBIT G

Illustrative Tariff

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO
COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF TENNESSEE

This tariff applies to the Competitive Local Exchange Telecommunications Services furnished by Vectris Telecom, Inc. ("Company"), between one or more points in the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company's principal place of business, 6500 River Place Blvd., Bldg 2, Suite 200, Austin, Texas 78730.

Issued:

Effective:

Contact: M.C. Arendes, Jr., Vice President
Vectris Telecom, Inc.
6500 River Place Blvd.
Bldg 2, Suite 200
Austin, Texas 78730

CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original	38	Original
10	Original	39	Original
11	Original	40	Original
12	Original	41	Original
13	Original	42	Original
14	Original	43	Original
15	Original	44	Original
16	Original	45	Original
17	Original	46	Original
18	Original	47	Original
19	Original	48	Original
20	Original	49	Original
21	Original	50	Original
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		

Issued:

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Contact: M.C. Arendes, Jr., Vice President
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Contact: M.C. Arendes, Jr., Vice President
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Contact: M.C. Arendes, Jr., Vice President
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APPLICATION OF TARIFF

- A. This Tariff sets forth the service offerings, rates, terms and conditions applicable to facilities-based and resold telecommunications services provided by Vectris Telecom, Inc. to Customers within the State of Tennessee. Service is available where facilities permit.
- B. The provision of local exchange and intraLATA telecommunications service is subject to the applicable regulations of the Tennessee Regulatory Authority and the terms and conditions specified in this tariff, and may be revised, added to or supplemented by superceding issues after review and approval by the Authority.
- C. The rates, charges and conditions shown herein include all network facilities on the Company's side of the point of demarcation. The purpose of the point of demarcation is to separate responsibility of the Company from the responsibility of the building owner/customer.
- D. Company reserves the right to offer its customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominant exchange service provider. All such services will be submitted to the Authority for review and approval prior to deployment.
- E. Company may offer services at a reduced rate, free of charge or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes.

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Effective:

Contact: M.C. Arendes, Jr., Vice President
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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- | | |
|---|--|
| C | To signify changed regulation. |
| D | To signify discontinued rate or regulation. |
| I | To signify increased rate. |
| M | To signify a move in the location of text. |
| N | To signify new rate or regulation. |
| R | To signify reduced rate. |
| S | To signify reissued matter. |
| T | To signify a change in text but no change in rate or regulation. |

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Authority. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.a
 - 2.1.1.1.a.(1)

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Contact: M.C. Arendes, Jr., Vice President
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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: An arrangement which connects the Customer's location to the Company's designated switching center or point of presence.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the carrier's service.

Basic Service Area: State of Tennessee.

Bit: The smallest unit of information in the binary system of notation.

Authority: Tennessee Regulatory Authority.

Company: Vectris Telecom, Inc., the issuer of this tariff.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Digital Subscriber Line (xDSL): A technology that uses a metallic copper loop to provide high-speed data transmission services.

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SECTION 1 - DEFINITIONS (Cont'd)

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by Vectris Telecom, Inc. and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association Tariff F.C.C. No. 4.

Loops: Segments of a line that extend from the serving central office to the originating and terminating point.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Issued:

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Austin, Texas 78730

SECTION 1 - DEFINITIONS (Cont'd)

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Terminal Interface: The method of physical connection between a Company-provided access line and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the access line ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

Issued:

Effective:

Contact: M.C. Arendes, Jr., Vice President
Vectris Telecom, Inc.
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Austin, Texas 78730

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate local exchange telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way data transmission within the State of Tennessee.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

Issued:

Effective:

Contact: M.C. Arendes, Jr., Vice President
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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 At the expiration of the initial term of the contract period specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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Effective:

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Austin, Texas 78730

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.5 Unless otherwise provided in the Minimum Telephone Service Standards (MTSS), service may be terminated upon 7 days written notice to the Customer if:

- a. the Customer is using the service in violation of this tariff; or
- b. the Customer is using the service in violation of the law.

2.1.3.6 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.

Issued:

Effective:

Contact: M.C. Arendes, Jr., Vice President
Vectris Telecom, Inc.
6500 River Place Blvd.
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Austin, Texas 78730

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. Unless otherwise provided for in this tariff, the extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including State and local governments having or claiming jurisdiction over the Company, or of any department, agency, Authority, bureau, corporation, or other instrumentality of any one or more of these federal, State, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

Issued:

Effective:

Contact: M.C. Arendes, Jr., Vice President
Vectris Telecom, Inc.
6500 River Place Blvd.
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Austin, Texas 78730

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities, or equipment or services used for, with, or in connection with the services the Company offers.

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

Issued:

Effective:

Contact: M.C. Arendes, Jr., Vice President
Vectris Telecom, Inc.
6500 River Place Blvd.
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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees which relate to matters that are beyond the scope of their employment.

Issued:

Effective:

Contact: M.C. Arendes, Jr., Vice President
Vectris Telecom, Inc.
6500 River Place Blvd.
Bldg 2, Suite 200
Austin, Texas 78730

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 The Company shall be indemnified, defended, and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a) The Company shall be indemnified, defended and held harmless by the Customer, end user or third party from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, to the extent not caused by Vectris Telecom, Inc.
- (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or similar related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (d) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within one (1) year after the date of the occurrence that gave rise to the claim.

2.1.4.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to reimbursement equal to the total overcharged plus accrued interest as required by the Authority.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities

- 2.1.5.1 All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.1.5.2 Customer shall allow Company continuous access and right-of-way to both Customer and End User Premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of Services, equipment, facilities and systems relating to this tariff.
- 2.1.5.3 The Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 2.1.5.4 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer or End User. Neither the Customer nor the End User may, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities (Cont'd)

- 2.1.5.5 Title to all facilities (except such equipment and/or facilities as are sold to or independently provided by a Customer or End User), including terminal equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the Premises of Customer or End User shall be provided by and maintained at the expense of the Customer.
- 2.1.5.6 Equipment the Company provides or installs at the Customer's or End User's Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided it.
- 2.1.5.7 The Company shall not be responsible for the operation or maintenance of any Customer or End User provided communications equipment. The Company may install certain Customer or End User provided communications equipment upon installation of Service; unless otherwise agreed by the Company in writing, Company shall not thereafter be responsible for the operation or maintenance of such equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- 1) The proper origination of signals by Customer provided equipment or for the quality, or defects in, such signals; or
 - 2) The reception of signals by Customer provided equipment.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities (Cont'd)

2.1.5.8 The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises when the Service difficulty or trouble report results from the improper or inappropriate use of equipment or facilities by the Customer or End User.

2.1.5.9 In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this tariff, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment caused or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefore. In no event shall Company be liable to Customer, End User or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper or inappropriate use of Company-provided equipment.

2.1.5.10 Customer agrees to allow Company to remove all Company-provided equipment from Customer or End User's premises:

- 1) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
- 2) for repair, replacement or otherwise as Company may determine is necessary or desirable.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities (Cont'd)

2.1.5.11 At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

2.1.5.12 The Customer or End User is responsible for ensuring that Customer- or End User-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company, and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities (Cont'd)

2.1.5.13 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.1.6 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. The customer shall be provided with an estimate of any such additional charges prior to performance of non-routine installation or maintenance.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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SECTION 2 - REGULATIONS (Cont'd)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Authority regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of data communications except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than data communication except as specifically stated in this tariff.

2.4.2 Station Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Authority pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations. This restriction does not apply to Trunk-Side Access Feature Group D Access Service.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.5.2 Billing and Collection of Charges

2.5.2.1 In the case of Nonresidential service, Non-recurring charges are due and payable within 30 days after the date an invoice is issued to the Customer by the Company but no sooner than 14 days after the postmark on the bill.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is issued but no sooner than 14 days after the postmark on the bill.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Disputes with respect to charges must be presented to the Company in writing within 120 days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer.

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SECTION 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.5 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.6 All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill no sooner than 14 days after the postmark on the bill. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (0.049315% per day) or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer makes the late payment funds immediately available to the Company. Any late payment fee will not include interest on a previously-charged late payment fee. For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, fee will be assessed per check returned. The Company may waive the bad check charge under appropriate circumstances.

	<u>Maximum</u>
Returned Check Fee	\$50.00

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

The Company does not require Customers to make Advance Payments.

2.5.4 Deposits

The Company does not require Customers to make Deposits.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, in accordance with Authority Rules and upon 10 business days written notice, discontinue or suspend service without incurring any liability.

The Company may discontinue service to a Customer for nonpayment of disputed charges or other violation of this tariff or provisions of applicable law upon 10 business days written notice to the Customer without incurring any liability for damages due to the loss of telephone service.

2.5.5.2 Customers will be provided written notice stating the reason for the discontinuance within a reasonable time after the suspension or termination of Customer's service.

2.5.5.3 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 business days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.5.4 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by written notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- 2.5.5.5 Upon a Nonresidential Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may discontinue or suspend service without incurring any liability.
- 2.5.5.6 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may in accordance with Authority Rules discontinue service without incurring any liability.
- 2.5.5.7 For reasons of Customer tampering with the Company's equipment, or where Customer use of equipment adversely affects the Company's equipment or service, or where hazardous conditions occur, the Company may immediately discontinue service or suspend service without incurring any liability in accordance with Authority Rules.
- 2.5.5.8 Upon the Company's discontinuance of service to the Customer under this regulation, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. Authority approval of this provision does not constitute a determination of the reasonableness of termination liability.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- 2.5.5.9 Disconnection notices issued by Company must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service.
- 2.5.5.10 Company is prohibited from disconnecting any customer's local service for nonpayment of charges incurred by the customer for toll service.
- 2.5.5.11 Partial payments by a customer to Company will be apportioned by Company to Company's regulated local service charges first, before being applied by Company to any toll charges and will be apportioned to regulated telephone service first, before being applied to charges for nonregulated services.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.8 Taxes and Surcharges

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees or other similar fees for which the End User is directly responsible and that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes imposed directly on the End Users, without seeking Authority approval under the appropriate local competition procedures required by the Authority. The Company shall comply with Authority procedures by sending notice to all Customers informing them of the new line item charges.

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SECTION 2 - REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a Customer's service, facility or circuit is interrupted, the interruption is reported to the Company or found by the Company to be out of order (whichever occurs first), and the Customer releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.1.3 If a local service interruption exceeds twenty-four hours but is less than forty-eight hours, the adjustment shall be at least the pro rata portion of the monthly charges(s) for any and all local services rendered inoperative during the interruption. Credit for longer interruptions of local service shall be made in accordance with Authority rules and regulations.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit will be made for interruptions in local exchange service which

- 1) Occurs as the result of a negligent or willful act on the part of the subscriber
- 2) Occurs as the result of a malfunction of subscriber owned telephone equipment
- 3) Occurs as the result of acts of God; military action; wars; insurrections; riots or strikes; or
- 4) Is extended by the company's inability to gain access to the subscriber's premises due to the subscriber missing a repair appointment.

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SECTION 2 - REGULATIONS (Cont'd)

2.7 Use of Customer's Service by Others

2.7.1 Reserved For Future Use

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SECTION 2 - REGULATIONS (Cont'd)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with

- 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified for the applicable service for the balance of the then current term.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS (Cont'd)

2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - DESCRIPTION OF SERVICES

This section of the tariff contains a general description of the services offered by Vectris Telecom, Inc. Services may be provided through the resale of services provided by other telephone companies

3.1 xDSL Data Transmission Services

Company offers xDSL services to provide high-speed data connections. Services may be offered by the Company via its own facilities and/or the facilities of other carriers. A non-recurring installation charge and monthly recurring service charge apply.

	<u>Maximum</u>
Nonrecurring Connection Charge:	\$500.00
Monthly Recurring Charges:	\$500.00

3.2 Individual Contract Basis ("ICB") Agreements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an Individual Case Basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become a part of, said agreement, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. ICB Agreements will be developed and submitted to the Authority in a manner consistent with Authority Rules.

3.3 Promotions

The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. The Company will provide the Authority with written notice prior to implementing any promotional offering.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Service Areas

Company's exchange areas are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area. The Company adopts exchange maps and legal descriptions filed with the Authority by the incumbent local exchange company.

Vectris Telecom, Inc. provides service in the exchange areas served by the following local exchange companies:

BellSouth

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SECTION 4 - EFFECTIVE RATES4.1 xDSL Data Transmission Services

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
xDSL DataLoop	\$250.00	\$100.00

4.2 Returned Check Fee

Non-Recurring Charge: \$25.00

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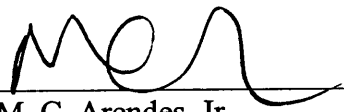
Contact: M.C. Arendes, Jr., Vice President
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VERIFICATION

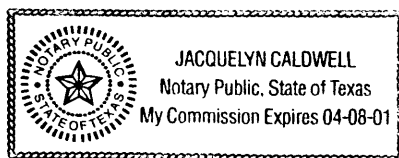
I, M.C. Arendes, Jr., Vice President and Secretary of Vectris Telecom, Inc., am authorized to make this verification on its behalf. I have read the foregoing Application, Petition and exhibits and know the contents thereof, and the same is true to the best of my own knowledge, except as to those matters therein stated on information and belief, and as to those matters I believe them to be true.

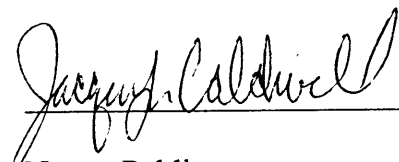
I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 20th day of July, 2000, at Austin, Texas.

By: 
Title: M. C. Arendes, Jr.
Vice President and Secretary
Vectris Telecom, Inc.

Subscribed and sworn to before me this 20th day of July, 2000.




Notary Public

My Commission Expires: April 8, 2001